

HOLYOKE RENEWAL LICENSE

INTRODUCTION

This Cable Television Renewal License entered into this ____ day of _____, 1997, by and between the City of Holyoke, Massachusetts, and MediaOne of Western New England, Inc. for the renewal of the cable television license pursuant to Massachusetts General Laws Chapter 166A.

WITNESSETH

WHEREAS, the Mayor of the City of Holyoke (hereinafter referred to as the “Issuing Authority”) is authorized to grant one or more non-exclusive, revocable cable television license(s) to construct, operate and maintain a cable television system within the City of Holyoke; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626(h) of the Cable Communications Policy Act of 1984, on May 3, 1996, and on January 13, 1997, to: (1) ascertain the future cable related community needs and interests of Holyoke; and (2) review the performance of MediaOne of Western New England, Inc. and its predecessor in interest, Continental Cablevision, Inc. during its current license term;

WHEREAS, a Community Needs Assessment Survey was conducted by the University of New Hampshire Survey Center and submitted April 2, 1996;

WHEREAS, MediaOne of Western New England, Inc. (hereinafter “MediaOne” or “Licensee”) is the duly authorized holder of a license to operate a cable television system in the City of Holyoke, Massachusetts (hereinafter the “City”), said license having originally commenced on September 30, 1987;

WHEREAS, Continental Cablevision, Inc, the predecessor in interest to MediaOne, filed a request for a renewal of its license by a renewal proposal dated August 9, 1996, in conformity with the Cable Communications Policy Act of 1984;

WHEREAS, there has been an opportunity for public comment, as required by Section 626 (h) of the Cable Communications Policy Act;

WHEREAS, the Issuing Authority and MediaOne did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions relating to the Cable Television System in Holyoke;

WHEREAS, the Mayor, as the Issuing Authority, finds that the renewal of MediaOne’s license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

WHEREAS, the Issuing Authority, after consideration, analysis, and deliberation, approved the technical, financial, qualifications, and renewal proposals of Media One;

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Holyoke to grant a non-exclusive renewal license to Media One; and

NOW THEREFORE, after due and full consideration, the City and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1 DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

- (a) Access - The right or ability of any Holyoke resident and/or any persons affiliated with a Holyoke institution to use designated facilities, equipment, and/or channels of the Cable Television System, subject to the conditions or procedures established for such use.
- (b) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the public, educational and governmental (“PEG”) access channels, in accordance with the Cable Act of 1992.
- (c) Broadcast - Over-the-air transmission by a radio or television station.
- (d) CFR - The acronym for Code of Federal Regulations.
- (e) CMR - The acronym for Code of Massachusetts Regulations.
- (f) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98 - 549, 98 Stat.2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).
- (g) Cable Television System or Cable System - a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable service which includes video programming and high speed data transmissions and which is provided to multiple Subscribers in the City.
- (h) Cable Service - The one-way transmission to Subscribers of video programming, or other programming service (including music), and Subscriber interaction , if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.
- (i) Commission - The Massachusetts Community Antenna Television Commission.
- (j) Community Programming - Programming produced by community volunteers, employees of the Licensee or jointly by the Licensee and community volunteers.
- (k) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (l) Department of Public Works (“DPW”) - The Department of Public Works of the City of Holyoke, Massachusetts.

(m) Downstream Channel - A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

(n) Drop - The coaxial cable that connects a home or building to the Subscriber Network of Institutional Network.

(o) Educational Access Channel - A specific channel or specific channels on the Cable System made available by MediaOne to the City for use by, among others, educational institutions, and/or educators, or the Licensee solely or in conjunction with these groups wishing to present non-commercial educational programming and/or information to the public or to educational facilities or groups within the City.

(p) Effective Competition - Effective competition exists when the City is served by at least one other unaffiliated multichannel video programming distributor as defined by federal law.

(q) Effective Date - October 28, 1997.

(r) FCC - Federal Communications Commission.

(s) Government Access Channel - A specific channel or specific channels on the Cable System made available by MediaOne to the Issuing Authority or its designee for use by, among others, those persons wishing to present non-commercial governmental programming and/or information to the public.

(t) Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(u) Holyoke Gas and Electric Company - The Gas and Electric Company owned and operated by the City of Holyoke.

(v) Hub or Hub Site - A sub-Headend, generally located within a cable television community, for the purpose of : (1) Signal processing or switching, or (2) placement of a fiber node or microwave link or transportation super trunk.

(w) Institutional Network ("I-Net") - The existing, separate 330 MHz cable, consisting of Upstream and Downstream channels, said channels being channels for the use of the Issuing Authority, its designees, or Municipal and Public Safety Departments. Among other uses, this facility shall interconnect with the Subscriber Network as directed by the Issuing Authority or its designees.

(x) Issuing Authority - The Mayor of the City of Holyoke, Massachusetts.

(y) Leased Channel or Leased Channel Access - A video channel or video channels which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(z) License Fee or Franchise Fee - The payments to be made by MediaOne to the City which payments shall have the meanings as set forth in 622(g) of the Cable Act and G.L.c. 166A.

(aa) Licensee - MediaOne of Western New England, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(bb) Local Origination Programming - Local programming produced and/or cablecast by the Licensee.

(cc) Multichannel Video Programming/Provider - A person who or which makes available to residents in the City of Holyoke multiple channels of video programming.

(dd) NTSC - The acronym for National Television Systems Committee.

(ee) Node or Fiber Node - A remote point or remote points in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

(ff) Origination Capability - An activated connection to an Upstream Channel, allowing an User or Users to transmit a Signal or Signals upstream to a designated location.

(gg) Outlet - An interior receptacle that connects a television set to the Cable Television System.

(hh) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on an per-channel basis.

(ii) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(jj) PEG - The acronym for 'public, educational, and governmental', used in conjunction with Public Access Channels, support and facilities.

(kk) PEG Access Channels - Any channel or channels made available for the presentation of PEG Access programming.

(ll) Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(mm) Public Access Channel - A specific or specific channels on the Cable System made available by MediaOne to the City or its designee for use by, among others, City individuals and/or organizations, or the Licensee solely or in conjunction with residents wishing to present non-commercial programming and/or information to the public.

(nn) Public Way or Street - The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and other publicly owned real property within or belonging to the City, now or hereafter

existing. Reference herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to exercise any rights to the property in the City greater than those the City already possesses.

(oo) Renewal License - The non-exclusive license granted herein.

(pp) Standard Service Package - A combination of cable service tiers, consisting of the basic Broadcast tier and Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channel or cable networks added to these tiers as a result of the reconstruction of the Cable Television System.

(qq) Scrambling/Encoding - The electronic distortion of a Signal or Signals in order to render it/them unintelligible or unreceivable without the use of a Converter or other decoding device.

(rr) Service - Any Basic Service, any Pay Cable Service, or any other Cable service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(ss) Signal - Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(tt) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and cable services distributed by the Cable Television System.

(uu) Subscriber Network - The trunk and feeder signal distribution network over which Signals are transmitted to Subscribers.

(vv) Trunk and Distribution System - That portion of the Cable System for delivery of Signals, but not including the Drop Cable(s) to Subscribers’ residences.

(ww) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend.

(xx) VCR - The acronym for video cassette recorder.

(yy) Video Programming or Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(zz) City - The City of Holyoke, Massachusetts.

ARTICLE 2 GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166 A of the General Laws of the Commonwealth of Massachusetts and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to the Licensee, a Delaware Corporation, authorizing and permitting said Licensee to construct, operate, and maintain a cable television system within the municipal limits of the City of Holyoke.

This Renewal License is granted under, subject to, and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulation of the FCC and the Commission and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Television System, in, under, over, along, across and upon the streets, lands, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City within the municipal boundaries and subsequent additions thereto, including property over which the City has a sufficient easement or right -of-way, for the purpose of reception, transmission, amplification, origination, distribution, or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America, the Commonwealth of Massachusetts, and bylaws/ordinances of the City of Holyoke.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's use of Public Streets or Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Streets or Public Ways and places shall be resolved in accordance with any applicable regulations of the Holyoke Department of Public Works or any other special bylaws, ordinances, or regulations enacted hereafter or other arrangements made pursuant to this Renewal License.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A Secs. 3(d) and 13]

The term of this Renewal License shall be for a period of six (6) years and shall commence on October 28, 1997 and shall terminate at midnight on October 27, 2003.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 Secs. 22-35, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. It is expressly understood that in granting this Renewal License, the City has not created any new rights or easements or other incidents of access or possession or occupancy or proprietary interests of any kind which did not exist prior to the grant of this Renewal License, and that the Licensee is granted this Renewal License subject to the provisions of existing laws and regulations with respect to access to Poles and Attachment Rights.

SECTION 2.4 - RENEWAL

In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the City to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Television System, the Licensee, or this License. The Licensee shall comply with all federal, state and local laws/ordinances and charter provisions and rules of the Department of Public Works as now existing or hereinafter amended. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

SECTION 2.6 - EQUAL PROTECTION

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other entity a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the City, or the right of the Issuing Authority to permit the use of public ways and places of the City for any use whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

- (1) In the event the Licensee believes that any additional cable television license(s) have not been granted on substantially equivalent terms and conditions, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are not on

substantially equivalent terms and conditions as those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial information as is reasonably requested. The Issuing Authority, or its designee, shall determine whether there is a competitive disadvantage, provided however, the Issuing Authority, or its designee, shall act in good faith.

- (2) Should the Licensee demonstrate that any such additional cable Television license(s) are not on substantially equivalent terms and conditions as those contained in this Renewal License, the Issuing Authority and the Licensee shall negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that another provider(s) of multichannel video programming providing service in the City, except for direct satellite to home providers unaffiliated with the Regional Bell Operating Company, is not required to be licensed by the Issuing Authority, and to the extent that any such multichannel video programmer provider(s) is not required to comply with substantially equivalent terms and conditions as those contained in this Renewal License, and to the extent that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result, the Issuing Authority shall convene a public hearing.

- (1) At said public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate such a competitive disadvantage, if any, as a result of the Licensee's requirements herein and the economic injury which has occurred therefrom. The Licensee shall provide the Issuing Authority with such financial information as is reasonably requested.
- (2) Should the Licensee demonstrate such a competitive disadvantage at said hearing, the Issuing Authority and the Licensee hereby agree to negotiate, in good faith, equitable amendments to this Renewal License.

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A Sec. 3(a)]

(a) The Area to be Served is the entire City of Holyoke. Service shall be provided to every dwelling within the service area occupied by a person requesting cable service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. The Licensee shall operate and maintain the Cable Television System in the City and shall erect poles, towers, and obstructions so as not to interfere with vehicular or pedestrian traffic over Public Ways and places.

(b) The Licensee agrees to extend the Cable Television System at its own cost into newly constructed areas (after the completion of the System rebuild) as the dwellings become physically occupied, provided that the areas meet the criteria of twenty (20) homes per mile as measured back to the existing System; aerial utility poles are present; and the Licensee is able to obtain from property owners any necessary easements and/or permits at no cost in order to provide such System extension. Service will be provided to areas not included in the primary service area, where the average density of homes is less than twenty (20) per mile, upon payment by Subscriber of an instillation surcharge or contribution in aid of construction.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee has constructed and shall maintain a Cable Television System utilizing addressable technology and capable of 750 MHz. The Cable system shall be designed for a minimum of 550 MHz of analog signal transmission [seventy-seven (77) channels in the forward direction] and 200 MHz reserved or future digital or analog two-way transmission. The Licensee in its sole discretion, may change said allocation of bandwidth, provided however that a minimum of 77 channels be programmed and changes are made in accordance with other terms and conditions of this Renewal License.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE G.L.c. 166A Sec. 5(e)]

(a) The Licensee shall install one (1) Drop, Outlet and the Standard Service Package to all municipal and other public buildings reasonably requested in writing by the Issuing Authority which lies along its cable routes in the City. Said installation shall be without charge, provided the distance from the System to the building is no more than two hundred feet (200 ft.) and absent of other unusual installation conditions and requirements. Should the distance be greater, the Issuing Authority may release the Licensee in writing from its obligation or the City may pay the Licensee all direct incremental costs incurred to provide the installation in excess of two hundred feet (200 ft.). The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service . Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms

of the prior license. The Licensee shall transmit all of its Signals in stereo, provided that such Signals are furnished to the Licensee in stereo.

(b) In addition to those services provided pursuant to subsection (a) above, the Licensee shall provide, free of charge, additional Drop, Outlet and the Standard Service Package to fifty (50) additional school locations as designated in writing by the Issuing Authority.

(c) Further, the Licensee shall provide, free of charge, one (1) Drop, Outlet and Basic Service to the community rooms in each of the buildings identified in **Exhibit A** attached hereto and made a part hereof.

SECTION 3.4 - INSTITUTIONAL NETWORK ("I-NET")

(a) The Licensee shall continue to provide and maintain the Institutional Network ("I-Net") operable pursuant to the terms of the prior license. Said I-Net shall be capable to transmitting composite video transmissions from and among the municipal buildings identified in **Exhibit B** attached hereto and made a part hereof. The Issuing Authority acknowledges that the current I-Net is not capable of transmitting high speed data. Any use of the current I-Net for data transmission is at the City's own risk.

(b) The Licensee shall provide one (1) I-Net Drop at no charge to each of the municipal buildings identified in **Exhibit B**. The Licensee shall provide one (1) I-Net Drop to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net Drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the City of the Licensee's actual costs for time and materials.

(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all user interface equipment including but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with Subscriber Network.

(d) The Licensee shall be responsible for maintaining the I-Net, at no cost to the City, in accordance with the FCC Rules and Regulations, Part 76.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Television System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge the Subscriber for use of said box.

SECTION 3.6 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Sections 3.1 (Area to Be Served) and 3.2 (Subscriber Network) herein, shall meet all applicable FCC standards.

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation, and maintenance of such equipment, cable and wires. The Licensee shall avoid all unnecessary damage to and/or injury to trees along the streets, alleys, Public Ways and places and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s).

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable federal, state or local bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as the same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Television System shall be routinely inspected and maintained by the Licensee so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they could become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City, wherever situated or located shall at all times be kept and maintained by the Licensee in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable Television System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the City, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the City when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A Sec.5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk, or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably the same condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables, and equipment of the Licensee.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, on which shall be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be maintained at a designated place within the City and will be available for inspection by the Issuing Authority on request.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes, in accordance with existing law. If funds are available to defray the cost and expense of relocating the plant and equipment of any public utility or private company using such street, easement, or right-of-way, shall be eligible to apply for said funds.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to G.L.c. 82 Sec. 40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a

governmental capacity. Such shall not be purely aesthetic in purposes, provided however, if all other utilities are placed underground Licensee will do the same.

SECTION 4.8- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in City Public Ways or within the City limits, such equipment must be installed in accordance with applicable DPU regulations: provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at City approved locations to be determined when the Licensee applies to the City for any applicable permit. All such equipment shall be included on the maps required under Section 4.4 (Strand Maps) herein.

SECTION 4.9 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair and replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

SECTION 4.10 - RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

SECTION 4.11 - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Television Service(s) available to any commercial establishments in the City, upon the parties' reaching reasonable agreement as to the terms and conditions of initial installation and service.

ARTICLE 5 COMMUNITY CHANNEL(S)

SECTION 5.1 - COMMUNITY PROGRAMMING

- (a) The Licensee shall provide a Public Access Channel.
- (b) Within sixty (60) days from the Effective Date the Licensee shall activate a second Community Access Channel and designate the same as the Government Access Channel.
- (c) Upon request of the Issuing Authority, and upon completion of the studio at the Dean Vocational Technical High School, the Licensee shall activate a third Access Channel and designate the same as the Educational Access Channel.

SECTION 5.2 - COMMUNITY PROGRAMMING EQUIPMENT AND FUNDS

- (a) Within sixty (60) days from receiving a written request from the Issuing Authority, and in conjunction with the City's build out of a video productions studio at Dean Vocational Technical High School, the Licensee shall provide to the City the equipment described in **Exhibit C**, attached hereto and made a part hereof, valued at Two Hundred Seventeen Thousand Dollars (\$217,000). The Licensee further agrees to assist in the installation of said equipment.
- (b) Except as provided in subsection (a) above, the City shall be responsible for all other costs associated with the build out of said Dean Vocational Technical School Studio.
- (c) Within ninety (90) days from the Effective Date, the Licensee agrees to provide the equipment listed in **Exhibit C** valued at Forty-three Thousand Ninety-one Dollars (\$43,091). The Licensee further agrees to install same equipment at City Hall.
- (d) The Licensee agrees to maintain equipment provided in subsections (a) and (c) above up to a maximum annual maintenance cost of One Thousand Dollars (\$1,000). In any such year that this amount is not expended it shall lapse and not be available for future maintenance costs. In lieu of providing maintenance the Issuing Authority may elect to require the Licensee to purchase insurance to cover repair and maintenance of the equipment, provided however said cost of insurance shall not exceed One Thousand Dollars (\$1,000) annually.
- (e) In order to promote PEG Access within the City, the Licensee shall invest approximately one hundred (100) hours in a *Train the Trainer Program*. In addition, the Licensee shall offer two (2) local access training courses at the request of the Issuing Authority.
- (f) For a twenty-four (24) month period from the Effective Date, Licensee agrees to assist the City in producing and cablecasting the weekly City Council meetings.
- (g) Except as provided herein, the Licensee has no further obligations with respect to PEG Access.
- (h) The City agrees to place acknowledge Licensee's donation of said equipment by placing

acknowledgments at the Dean Vocational Technical High School and City Council Chambers agreeable to both parties.

SECTION 5.3 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the City a channel for use during the civil emergency or disaster period.

SECTION 5.4 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cable casting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal regulations.

SECTION 5.5 - EQUAL OPPORTUNITY [SEE G.L.c.166A Sec. 5(j)]

If the Licensee permits any person who is legally qualified candidate for any public office to employ the facilities of its Cable Television System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any person to originate or disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR Sec. 76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 5.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The City agrees that it will not use its designated community channel or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of Article 5 or produced by the Licensee or in any of its facilities shall not be commercially distributed without the consent of the Licensee.

SECTION 5.7 - EDITORIAL CONTROL

The Licensee shall be permitted to exercise editorial control over programming to the extent permitted by federal law.

SECTION 5.8 - SCHOLARSHIP PROGRAM

The Licensee shall establish a scholarship fund in the amount of Eighteen Thousand Dollars (\$18,000). The Issuing Authority shall be responsible for determining eligibility and distributing said funds over the term of this Renewal License.

ARTICLE 6 CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1- CUSTOMER SERVICE

(a) The licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call for prompt customer service. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number. The Licensee shall comply with the FCC's Customer Service Obligations, currently codified at 47 CFR 76.309, and other applicable provisions of law as they may be adopted and amended, relating to customer service standards.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to Subscribers.

(d) The Licensee shall provide the Issuing Authority, the Commission, and all of the Licensee's customers with the following information in accordance with 207 CMR 10.00, et seq., as the same may exist, or as amended, from time to time:

- (1) Notification of the Licensee's Billing Practices;
- (2) Notification of the Licensee's Services, Rates, and Charges;
- (3) Equipment Notification;
- (4) Form of Bill;
- (5) Advance Billing, Issuance of Bills;
- (6) Billing Due Dates, Delinquency, Late Charges, and Termination of Service;
- (7) Charges for Disconnection or Downgrading of Service;
- (8) Billing Disputes: and
- (9) Service Interruptions;

Where there is to be a charge based upon interest due and owing that annual interest rate should be fully disclosed.

SECTION 6.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee, shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority, the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee or its designee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to cable service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 6.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES **[SEE G.L.c. 166 Sec. 5 (h)]**

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception. In the event that Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 6.4 - VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two scrambled signals. Said A/B switch shall be available to all Subscribers,

at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License. **Exhibit D**, attached hereto and made a part hereof, which may be updated from time to time, sets forth the different options currently available to VCR owners for installing VCR's so that they will be compatible with the Cable Television System. The Licensee shall make these options available in writing to all Subscribers, together with the applicable charges, no later than the Effective Date of this Renewal License.

(b) To further ensure the maximum functioning of VCR's, the Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License: (1) any off-the-air Signal, or (2) any of the PEG Access channels. For the purposes of this subsection, the term "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this subsection the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel or channels, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all Subscribers. Thirty (30) days before a subscription agreement before changing any of its policies or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority, and all affected Subscribers of the change, including a description of the changed policy or practice, in a typeface that can be easily read and understood by Subscribers.

SECTION 6.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A Sec. 5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transportation notify its Subscribers in writing of such transportation and provide them with a marker suitable for mounting on television receivers indicating the fact of such transportation.

SECTION 6.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A Sec. 5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 6.7- REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize, and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

SECTION 6.8 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance, and/or operation of the Cable Television System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card, and, as a result, is not admitted to a Subscriber's home, such a visit shall be deemed a missed visit by the Licensee.

SECTION 6.9 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

(a) The Licensee shall not collect, store, use or make available to any third party data relating to individual subscribing households without first giving the Subscriber an opportunity to remove his or her name from the Licensee's list of Subscribers. The conduct of the Licensee under this Section shall be consistent with and governed by Section 631 of the Cable Communications Policy Act of 1984, "Protection of Subscriber Privacy."

(b) Any Subscriber, may upon written request, examine all records maintained by the Licensee relating to the Subscriber's account. The Licensee shall insure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

SECTION 6.10 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from a theft or fire, the Licensee may assess the Subscriber the replacement cost of such converter, or, at its election, waive any charges.

SECTION 6.11 - PAYMENT CENTER

The Licensee shall maintain a minimum of three (3) third party payment centers in convenient locations for the purpose of accepting payments.

ARTICLE 7 RATES AND CHARGES

SECTION 7.1 - RATES AND CHARGES

(a) A price schedule for service and installation as of the Effective Date of this Renewal License is attached hereto as **Exhibit E**. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC (47 CFR Sec. 76.33) and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of public, educational and governmental ("PEG") access and other license requirements, may be passed through to the Subscribers in accordance with federal law. The Issuing Authority and the Licensee, in consideration of the mutual promises and undertakings reflected in this Renewal License, agree that the cost of PEG Access and license requirements contained in Sections 3.3 (Subscriber Network Cable Drops), 5.1 (Community Programming), 5.2 (Community Programming Equipment and Funds) and 8.8 (Scholarship Program) will not be passed through to Subscribers.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason which relates to the Subscriber's overdue or delinquent account with the Licensee. The Licensee may levy reasonable collection charges, including a late fee, on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

SECTION 7.2 - SENIOR CITIZEN DISCOUNT

(a) The Licensee shall maintain the current senior discount through March 31, 1998. Commencing April 1, 1998, or some earlier date, the Licensee shall institute an annual voucher program affording reduced rates to any person over sixty-three (63) years of age which affords eligible seniors a ten percent (10%) discount on the Standard Service Package.

(b) Any Subscriber sixty-three (63) years of age or older, who is the head of the household, shall be eligible to participate in said voucher program.

(c) The Licensee and Issuing Authority shall cooperatively design said voucher program which shall require vouchers to be mailed to recipients' homes by Licensee.

(d) In event the voucher program is not developed by April 1, 1998, the Licensee shall maintain the current discount until voucher program is in effect.

ARTICLE 8 REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION [SEE G.L.c. 166A Sec. 5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the City harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees, and/or agents, in the construction, installation, operation or maintenance of its Cable Television System.

SECTION 8.2 - INSURANCE [SEE G.L.c. 166A Sec. 5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A Sec. 5(f) with the City named as an additional insured with an insurance company satisfactory to the Issuing Authority indemnifying the City and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policies will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) The Licensee shall carry automobile liability insurance for owned automobiles, non-owned automobiles, and/or rented automobiles in the amount of :

- (1) One million Dollars (\$1,000,000) for bodily injury and consequent death per occurrence;
- (2) One million Dollars (\$1,000,000) for bodily injury and consequent death to any one person;
- (3) Five hundred thousand Dollars (\$500,000) for property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee.

(e) The following conditions shall apply to the insurance policies required herein:

- (1) Such insurance shall commence no later than the Effective Date of this Renewal License;
- (2) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call upon the City's insurance for contributions; and
- (3) Such insurance shall be obtained from brokers or carriers authorized to do business in the State.

SECTION 8.3 - PERFORMANCE BOND [SEE G.L.c. 166A Sec. 5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal pursuant to G.L.c. 166A Sec. 5(f) a performance bond running to the City with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A Secs. 5(a), (m), and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A Sec. 5(g);
- (3) the indemnity of the City in accordance with G.L.c. 166A Sec. 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A Sec. 5(f).

(b) During the period of rebuild construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).

(c) Upon completion of rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Twenty-five Thousand Dollars (\$25,000) upon a written request by the Licensee.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter, until the Licensee has satisfied all of the provisions of subsection (a) above.

(e) In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the amount required herein. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

SECTION 8.4 - REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee, the Holyoke Cable Advisory Board, shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance.

(b) The Licensee shall meet with the Holyoke Cable Advisory Board upon the Board's request, to review the Licensee's operations in the City and to discuss customer service related activities and complaints. Either party may request a meeting at any other time as well.

SECTION 8.5 - PERFORMANCE EVALUATION HEARINGS

(a) With sixty (60) days notice to the Licensee, the Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of the evaluation hearings shall be, among other things: (1) review of the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access channels, customer service, facilities, and support. complaint resolution, programming; I-Net operation; (2) review current technological developments, and progress on completion of the overbuild; (3) comments and complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License, including but not limited to the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents and or other materials as may be reasonably requested. Any Subscriber or other Person may submit comments during such review hearing. Persons may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority or its designee. At such hearing the Licensee shall have the right to offer testimony and written evidence.

(c) At the performance evaluation hearing, the Licensee shall review with the Issuing Authority or its designee changes in relevant cable television technology (as defined below) which might benefit Holyoke Subscribers. For purposes of this subsection, the term "relevant cable television technology" shall be defined as those television technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in the annual evaluation hearing. Such technologies shall include, but will not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high definition or advanced television, digital compression, remote control devices and Scrambling/de-scrambling processes.

(d) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of the Cable Television System performance and quality of service. One copy will be sent to the Licensee. Another copy will be available for public inspection at the offices of the Issuing Authority or its designee. If inadequacies are found which result in any violation of a provision of this Renewal License Agreement, the Licensee shall respond and shall propose a plan for implementing necessary changes or improvements.

SECTION 8.6 - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any one or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority or its designee shall notify the Licensee, in writing, by certified mail, of the provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have fourteen (14) days from the date of notice to:

(a) Respond in writing to the Issuing Authority, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or"

(b) Cure such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such twenty-one (21) day period, to take reasonable steps to cure said default and diligently continue such efforts as may be necessary until said default is cured. The Licensee shall report to the Issuing Authority, in writing, at fourteen (14) day intervals, by certified mail, as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default, and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and shall be heard at such public hearing.

(d) Within ninety (90) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority determines that the Licensee is in default the Issuing Authority may determine to pursue any of the following remedies:

- (1) The Issuing Authority may seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (2) The Issuing Authority may commence an action at law for monetary damages;
- (3) The Issuing Authority may foreclose on all or any appropriate part of the security provided under Section 8.3 (Performance Bond) herein;
- (4) The Issuing Authority may declare the Renewal License to be revoked; or
- (5) The Issuing Authority may invoke any other lawful remedy available to protect the interests of the City.

(e) The Licensee has the right to appeal any finding of breach to a court of competent jurisdiction or, should the parties agree to a mutually agreed upon arbitrator.

SECTION 8.7 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be paid by the Licensee to the Issuing Authority subject to Section 8.6 (Determination of Breach) herein. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 8.6 herein.

- (1) For failure to obtain in advance the written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 8.13 (Transfer or Assignment) herein, Four hundred Dollars (\$400) per day, for each day that any such non-compliance continues.
- (2) For failure to fully activate, operate, and maintain the Institutional Network in accordance with the provisions of Section 3.4 (Institutional Network) herein, Three Hundred Dollars (\$300) per day, for each day that any such non-compliance continues.
- (3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the schedule set forth in Sections 5.1 (Community Programming) and 5.2 (Community Programming Equipment and Funds) herein, Three Hundred Dollars (\$300) per day, for each day that any such non-compliance continues.
- (4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.1 (Customer Service) herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (5) For failure to provide, install and/or fully activate the Subscriber Network, and/or I-Net Drops and/or Outlets in accordance with Sections 3.3 (Subscriber Network and Cable Drops) and 3.3 (Institutional Network) herein, Fifty Dollars (\$50) per day that any of said reports are not submitted as required.
- (6) For failure to submit reports, pursuant to Section 8.9 (Reports) herein, Fifty Dollars (\$50) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to subsection (a) above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses, and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth in subsection (a) above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or a forfeiture, and are within one or more exclusions to the term "franchise fee" as that term is defined in the Cable Act.

SECTION 8.8 - LICENSE FEES

During the term of the License Renewal the annual license fee payable to the City shall be fifty cents (\$.50) per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of said year, subject to other applicable provisions in this Renewal License.

SECTION 8.9 - REPORTS [SEE G.L.c. 166A Secs. 8 and 10]

(a) The Licensee shall file annually with the Commission on forms prescribed by the Commission, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Commission, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Commission.

(b) As provided by law and applicable regulations every three (3) months the Licensee shall notify the Issuing Authority and the Commission, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 46 CFR Sec. 76.305 in the manner prescribed therein.

SECTION 8.10 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Employment Opportunity Employer and must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 8.11 - REVOCATION OF LICENSE [SEE G.L.c. 166A Sec. 11]

The Renewal License may, after due notice and hearing, be revoked by the Issuing Authority or the Commission for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

(b) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);

(c) For repeated violations, as determined by the Commission, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A

(d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or the Commission;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 8.12 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 8.3 (Performance Bond) or Section 8.7 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 8.13 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A Sec. 7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Commission. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. The transfer or assignment of this Renewal License shall not vest any additional rights in the successor in interest to the Renewal Licensee. The successor in interest to the Renewal Licensee shall assume all its duties and responsibilities as reflected in this Renewal License.

SECTION 8.14 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 8.15 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state, and local laws/ordinances, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this

Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules, or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 8.16 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under this Renewal License or under any law, statute, ordinance or policy shall preclude the availability of any other such remedy.

SECTION 8.17 - JURISDICTION

Jurisdiction and venue over any dispute, action, or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said courts for the entry of any such judgment and for the resolution of any dispute, action, or suit, to the extent that the same may be invoked in judicial proceedings.

ARTICLE 9 MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes, acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee’s control.

SECTION 9.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, City of Holyoke, 536 Dwight Street, Holyoke, MA 01040 with a copy to Attn: City Solicitor, 20 Korean Veteran’s Plaza, Room 204, Holyoke, MA 01040, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 1127 Main Street, Springfield, MA 01103 and a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS ____ DAY OF _____
19____.

Approved as to legal form:

CITY OF HOLYOKE

By:

Daniel M. Glanville, Esq.
City Solicitor

The Hon. Daniel J. Szostkiewicz, Mayor

Accepted by:
MEDIAONE OF WESTERN
NEW ENGLAND, INC.

Russell H. Stephens
Senior Vice President
Northeast Region